

AGREEMENT

BETWEEN

CITY OF ROCK RAPIDS

and

**PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL 2003**

July 1, 2006 – June 30, 2009

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AGREEMENT

THIS AGREEMENT entered into as of this 1st day of July, 2006, by and between THE CITY OF ROCK RAPIDS, IOWA, hereinafter known as the "Employer" and INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL UNION NO. 2003, hereinafter called the "Union," represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE I Recognition

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all of the regular employees of the City of Rock Rapids, Iowa, in the following departments: Street Department, including Maintenance I, and Crew Leader, this excludes Supervisory Personnel and Confidential Employees excluded by the Act, Case No. 1271, dated September 1, 1978.

ARTICLE 2 Separability and Savings

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful,

unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3

Employer Rights

The Union agrees that in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, character, or special act, the exclusive power, duty and right to: direct the work of its public employees in position within the public agency; suspend or discharge public employees for proper cause, maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reason; determine and implement methods, means assignments and personnel by which the Public Employer's operations are to be conducted; take such action as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer the budget; exercise all powers and duties granted to the Public Employer by law, are reserved to and vested in the Employer subject to the provisions of this Agreement.

ARTICLE 4

Grievance Procedure and Arbitration

The Business Representative of the Union who has been previously identified by the Union to the City Administrator or his designated representative, after obtaining permission from the

City Administrator or his designated representative for each visit, will be permitted to visit the jobs or shop to ascertain that the Agreement is being complied with. Said Union Representative is not to interfere with the Employer's operations.

Step 1. In the event any employee has a grievance or misunderstanding as to his employment by the Employer under the terms of this Agreement, the employee shall follow the following procedure:

Step 2. Within ten (10) work days after the alleged violation, the employee will set forth his grievance in writing and submit it to his Union Representative and Supervisor. The Supervisor and Union Representative will then meet with the employee to seek a satisfactory solution.

Step 3. If the matter is not settled in Step 2 within ten (10) work days, the grievance shall be referred to the business manager of the Union, or his Representative, who will meet with the City Administrator or his Representative, as soon as possible and make an effort to settle the grievance.

Step 4. If the matter is not settled in Step 3 within ten (10) work days (or such longer time as may be agreed in writing), the matter shall be subject to the procedures set forth in Section 1 of this Article.

Step 5. Any grievance shall be written in triplicate with the written statement of action taken at every step of the procedure. When the grievance is finally settled, a copy shall be

given to the City Administrator, Union Representative and the employee.

Step 6. In the event the Employer has a grievance or misunderstanding involving an employee or the Union, the Employer will follow similar steps until the matter is settled. The ten (10) days set forth in Step 2 will start when the Employer has knowledge of the violation.

Section 1. Any controversy arising over the interpretation or violation of this Agreement and not otherwise provided for in this contract shall be settled by direct negotiations between the Union and the Employer. In the event of the failure to settle such controversy between the Union and the Employer, it may be referred to a board consisting of one (1) representative of the Employer and one (1) representative of the Union and the third neutral member selected by the first two. In case of failure to agree on the third person after five (5) days, either party may request the Public Employee Relations Board to nominate five (5) candidates from the roster of arbitrators maintained by the Board. The parties hereto agree to accept one of these candidates for the third arbitrator. If one of these is not agreed upon, each party will be allowed to scratch, alternately, two (2) names. The remaining one will be the arbitrator. The majority decision of this Board shall be rendered in writing and shall be final and binding on both the Union and the Employer.

Section 2. The board of arbitration shall consider each case solely on its merits and the interpretation of this contract shall

constitute the basis upon which the decision shall be rendered. The arbitrators shall determine the correct interpretation and application of this contract or any of its clauses, but shall have no power to alter, amend, revoke, or suspend any of the provisions of this contract.

Section 3. Each party shall bear the expense of preparing and presenting its own case and the expense of its arbitrators. The expense of the third shall be paid equally by the parties hereto.

ARTICLE 5

Dues Check-off and Indemnification

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly union dues of such employee from his pay and remit such deduction to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6

Seniority

Seniority, as used herein, shall apply as to length of time in a department and shall apply when bidding to a higher classification and shall be continuous up to the date of discharge or resignation and thereupon, shall be determined.

Length of service, as used herein, is defined as the right accruing to employees from date of employment which entitled them to preferences provided for in this Agreement.

Qualifications, as used herein, is defined as the training, knowledge, physical fitness, ability and skill of an employee related to the particular work in connection with which the term is used. Qualifications, as defined herein, shall be determined solely by the Employer subject to the grievance procedure.

Seniority of new employees:

- (a) All new employees shall be hired as probational or as temporary employees.
- (b) All new employees covered by the classifications made a part of this Agreement shall serve a probationary period of twelve (12) months, and may be released at any time during such period if the Employer decides they are not qualified or suited for employment. All such employees shall be added to the seniority lists and covered by the provisions of this Agreement upon completion of this probationary period, and the length of service date the employee shall be the date of last hire.

- (c) All new employees who are hired on a temporary basis are subject to release when the particular work for which they were hired has ceased to exist; and further, if the employee remains longer than the probationary period, shall be subject to the terms and provisions of this Agreement.

Employees who have been laid off because of lack of work, as defined in this Agreement and during the terms of this Agreement, shall retain their accumulated seniority for a period of one (1) year if they return to the employment of the Employer as promptly as circumstances permit, but not to exceed thirty (30) days except by mutual agreement, after notification by the Employer of its willingness to reemploy them.

Seniority rights shall govern in the matter of layoff or rehiring arising from periods of slack work. The order of layoff shall be temporary, probational, part-time, and then full-time. The first man to be laid off in any classification shall be the man with the least departmental seniority in that classification; but upon layoff, such man may bump another man in any lower classification who has less seniority providing the first man is qualified, after a reasonable break-in period, to perform the job. The last man laid off shall be the first one recalled under the conditions mentioned in the preceding paragraph.

Regular employees on seniority lists released due to lack of work, or for cause not the fault of the employee, shall be entitled to two (2) weeks' advance notice in writing. Employees

discharged for just cause shall not be entitled to any advance notice. Regular employees on seniority lists leaving the employment of the Employer on their own volition shall give the Employer two (2) weeks' notice or forfeit all rights under this Agreement.

The Employer shall notify the Union Steward at the same time that it notifies the employee that he is being laid off under the provisions of this Section.

The principles of seniority shall govern in promotions, demotions and the filing of old and new jobs providing the employee has the necessary qualifications to perform the work properly and efficiently and subject to the provisions of this Article. All promotions shall be on a six (6) month basis. If the employee is found to be unqualified, he shall be returned to his old job with no loss of seniority.

All job vacancies, including old as well as new jobs covered by this Agreement, shall be filled by the following procedure:

- (1) The vacancy or new job shall be posted in all areas on the bulletin board provided for the Union, for a period of three (3) working days for signature of bidders. Such bid posting to state job classification which is open, location of work and starting rate of pay.
- (2) Employees, who at the time are absent during this entire period due to sick leave, vacation, or other valid reasons, shall be given an opportunity to bid for the

job by the immediate supervisor in charge of such employees making proper notation on the bid list.

- (3) When a vacancy is filled through the above procedure, the Employer shall within thirty (30) days of the date of the original posting date, post a notice giving the name of the employee awarded the assignment, and a copy of the notice shall be sent to the business manager of the Union. An employee shall not be required to exercise his seniority rights, nor shall be sacrificed any future rights to bid on later vacancies through his failure to do so. No vacancy shall be considered permanently filled unless it has been filled through the above procedure.
- (4) If, after following the above procedure, no qualified bids are received, the Employer shall be free to fill the job by hiring a new employee or may require a qualified employee with the last seniority to transfer to the new job. If an existing employee is required to transfer to a new job, such new job shall be of the same or higher classification as the employee's present job.

Any employee covered by this Agreement who is injured while on duty shall continue to accumulate seniority during his absence due to injury, and shall be reinstated upon recovery to his former position with full seniority rights, provided he is physically qualified to return to work. It is understood that when such a man returns to work, the regular rules of seniority will prevail

for those men below him on the seniority list, unless otherwise mutually agreed upon between the Union and the Employer.

ARTICLE 7

Working Conditions

When it is necessary for an employee to work away from the normal area of the City, the Employer will pay the actual, reasonable, and necessary lodging and meal expense upon presentation of receipts. When an employee is working to assist another organization away from the normal area of the City, at the request of the City, he shall be paid his normal rate of pay or the prevailing rate of pay, whichever is higher.

The Employer shall pay the cost of safety glasses and any prescriptive correction (but not the cost of an examination) required and shall replace them when lost or broken in service of the Employer.

The Employer will furnish all necessary safety equipment for the protection of employees and the safety equipment shall be used.

The Employer shall furnish the following uniforms in accordance with the following schedule and employees shall be expected to wear them only in the service of the Employer.

The Employer shall furnish annually (Street Department)

2 Pairs Pants
2 Shirts

The Employer shall furnish and replace as needed (Street Department)

- 1 Jacket with insulated liner
- 1 Insulated coverall
- 1 Pair of winter gloves
- 1 Rain parka with hood
- 1 Pair rain boots
- 2 Pairs hip boots for entire department

Regular pay periods shall be for two (2) full weeks ending on Wednesday. Paychecks shall be issued on Friday.

An employee who may be duly delegated to transact business for the Union, other than with the Employer, which requires absence from duty, shall upon forty-eight (48) hours' written notice to the employee's immediate supervisor and with the permission for the proper representatives of the Employer, be allowed to absent himself without pay for sufficient time to transact business. Permission will not be unreasonably denied.

An employee required to continue work for a period of longer than two (2) hours beyond the scheduled quitting time shall be entitled to a meal of reasonable expense furnished or paid for by the Employer and to an additional meal for each additional six (6) hours worked thereafter.

An employee who is called to work, other than for snow removal, before or after his/her regular work day schedule and misses a meal thereby, shall be granted meal time that shall be eaten on Employer time and to additional meal time for each six (6) additional hours of work. Whenever possible, normal meal

times shall be observed. Meal times are defined as follows:

Breakfast	7:00 - 7:30 a.m.
Dinner	11:30 -12:30 p.m.
Supper	6:00 - 6:45 p.m.

The Employer provides one fifteen (15) minute rest period each working half day to be taken at the job site when the employee's work or time permits with no extra travel time allowed.

The Employer will not require men covered by this Agreement to work out of doors during unreasonable weather conditions unless such work is necessary to protect life or property or maintain service to the public.

Each employee shall be assigned an established job classification and shall receive the proper rate of pay in accordance with Exhibit A attached hereto and made a part hereof of this Agreement for the performance of the duties of the classification and incidental duties. The parties agree that each employee has the responsibility to carry out assignments in the job classification in which he is working either alone or together with other employees consistent with safety.

Although an employee will normally perform work associated with his classification, he will be expected to perform any work which he is qualified to do connected with the operation of the Employer, no matter what his work classification may be. No employee shall suffer a reduction in pay for doing work of a lower paid classification, and shall be paid the rate of a higher classification for all hours when doing such work.

Job classifications and descriptions for old as well as new jobs are made a part of this Agreement by reference and shall be negotiated between the Union and the Employer.

ARTICLE 8

Sick Leave - Other Leaves

Sick Leave

Temporary and part-time employees are not eligible to accrue sick leave benefits. All other employees shall accrue sick leave at a rate of 18/12 days per month to a maximum of 120 work days.

In the event of sickness or off-the-job injury, the employee will receive eight (8) hours straight time pay at the employee's regularly classified rate for each work day that he is sick or unable to work because of such sickness or injury to the extent of his earned sick leave credit; but not more than forty (40) hours of sick leave benefit at straight time pay in any one week. Should a supervisor dismiss an employee for illness, sick leave benefit shall be automatically allowed for the remainder of the day. Sick leave is in no way to be construed as additional vacation time.

Upon retirement or death (to the beneficiary), an employee will be paid for 15 percent of his accumulated but unused sick leave, provided he has 10 years of continuous service with the Employer.

The granting of sick leave is subject to the following requirements:

- (1) Prompt notification. An employee who is to be absent on account of sickness or off-the-job injury, shall notify his supervisor or the City Administrator as early as practicable on the first day of such absence and in advance of his regular scheduled hour for reporting to work. Failure to give such notice may result in the absence being charged to vacation or leave without pay as circumstances may justify.
- (2) Application that requires prior approval. Applications for sick leave for medical, dental, optical and chiropractic examinations or treatments shall be submitted to the department head accompanied with physician's recommendations, prior to the beginning of leave. If the Employer deems that the period of leave required is not reasonable, it shall be charged to annual vacation or leave of absence.
- (3) Sick leave benefits will not be available for any employee for injuries sustained by such employees while engaged in or employed by any business other than the Employer.
- (4) Any employee found guilty of abusing the sick leave provisions contained in this Agreement shall be subject to discipline not only by the Employer, but also by the Union.
- (5) Any employee who is hereafter injured and disabled while on duty and while obeying the safety rules of the

Employer, shall continue to be paid 90 percent of his regular straight time rate of forty (40) hours each week, but not to exceed eighteen (18) weeks while his Workmen's Compensation check shall be deducted from his regular paycheck. If the period of disability for such an employee continues for more than or began the eighteen (18) weeks referred to above, the Workmen's Compensation shall apply for the continuing period of disability. Absence from work due to job incurred injury as detailed in the foregoing paragraph, shall not be charged against the employee's sick leave credit. The use of accumulated sick leave shall apply after said eighteen (18) weeks less any payments made to them under Workmen's Compensation.

- (6) If appointments cannot be scheduled outside of regular working hours, the actual time not to exceed two (2) hours with pay shall be granted for medical, dental or chiropractic appointments.

Death or Grave Illness

The Employer will grant up to five (5) days off with pay in the event of death or grave illness of the employee's spouse, parents or children.

The Employer will grant up to three (3) days off with pay in the event of death or grave illness of the employee's father-in-law, mother-in-law, brothers, sisters, and grandchildren. One (1) day off with pay will be in the event of death or grave illness of an employee's brother-in-law, sister-in-law, foster parent, or grandparent.

The Employer will grant the necessary time up to one (1) day off with pay to attend a funeral or when requested as a pallbearer.

Civic Duties

Employees called to serve on civic duty will be paid the difference in pay between the check received for civic duty and their regular pay. Employees shall show the check received for civic duty and the Employer will pay the difference. Upon release from civic duty, an employee will be expected to return to work.

Other Leave

When the employee gives twenty-four (24) hours' notice, the City Administrator will grant sufficient time off not to exceed two (2) hours without loss of pay to attend personal business that cannot be transacted outside normal working hours. Whenever possible, personal business will be transacted outside normal working hours.

ARTICLE 9

Safety Committee

A Safety Committee will be responsible for meeting to evaluate department safety, make plans and recommendations, and counsel as necessary concerning the effective administration of the safety program. The Safety Committee will consist of two (2) people, with one (1) from the Employer and one (1) from the unit represented.

ARTICLE 10

Bulletin Boards

Upon approval by the City Administrator, the Union shall be permitted to post official Union notices on bulletin boards in Employer shops.

ARTICLE 11

Injury Reporting

In case of injury due to work or incurred while at work, all such injuries must be reported to the City Administrator's Office, supervisory personnel or timekeeper on the same day the injury is sustained.

ARTICLE 12

Steward

The Employer recognizes the bargaining unit right to have a Steward and one can be elected by the employees from among the workers in the unit.

ARTICLE 13

Hours of Work and Overtime (Street)

Employees shall work forty (40) hours per week. Employees shall work eight (8) hours per day, five (5) days per week, Monday through Friday, from 7:30 a.m. to 4:30 p.m. The lunch period shall be one (1) hour, unless a longer period is agreed upon with the City Administrator.

Scheduling

On each Friday from April 1st through October 31st of each year, the City Administrator shall have the right to adjust the work schedule of the employees, said work schedule to commence at 4:00 a.m. and shall conclude at 12:00 noon on those days. During this work period, the employees shall be entitled to one-half (1/2) hour break for breakfast on Employer time, but the meal shall be at the employee's expense. Employees shall also be entitled to a mid-morning fifteen (15) minute coffee break.

At the discretion of the City Administrator, the work schedule of the employees may be altered on other days when, in the opinion of the City Administrator, the work schedule for that day can best be accomplished by adjusting the work schedule of the employees. With the exception of an adjustment in work schedule for the purpose of snow removal, the City Administrator shall notify the employees of any adjustment in the work day schedule at least one (1) day in advance of said adjustment. The work schedule of the employees so adjusted shall be treated as a normal work day. On those days that the work schedule is adjusted so that there is an earlier starting time on the normal working day, the breakfast, coffee time, and quitting time will be handled similarly to the schedule set for Fridays from April 1st through October 31st of each year, as set out above. Employees who are required to work shifts may have starting times other than 7:30 a.m. and days off other than Saturday and Sunday. For those

Employees, the two (2) days shall be considered to be a weekend and all overtime provisions shall apply to those days.

Overtime. When it is necessary for an hourly paid employee to work more than eight (8) hours in a work day, those employees shall be paid one and one-half ($1\frac{1}{2}$) times their scheduled rate for all hours worked in excess of eight (8) hours. Overtime will also prevail after forty (40) hours of credited work. From 12:00 midnight until 5:00 a.m., the applicable overtime rate shall be two (2) times the normal rate of pay, except for work involved with normal snow removal activities for which the overtime rate shall be one and one-half ($1\frac{1}{2}$) times their scheduled rate of pay. Whenever an employee is required to work on a holiday to perform emergency snow removal services, the Employer shall pay the employee the allowed holiday straight time plus one and one-half ($1\frac{1}{2}$) times for the number of hours worked. For any other work done on any holiday by any employees, the Employer shall pay the employee the allowed holiday straight time plus double time for the number of hours worked.

In the event the holiday falls within the employee's period, the employee is entitled to one (1) extra day's vacation. Overtime shall not be paid more than once for the same hours worked. All time paid such as sick leave, vacation, holidays, jury duty, military leave, and funeral leave will count as time worked for the purpose of computing overtime.

A minimum of two (2) hours pay at regular overtime rates shall be allowed to all employees who are called to work after

having been released from the regular day's work, or if called before their regular starting time of any day. This provision shall not apply during normal snow removal activities nor shall it apply to any dog catching duties of the employees. Further, it shall not apply if the normal working day of the employee is adjusted as provided above.

Compensatory Time

Instead of being paid overtime the employee may elect to accumulate compensatory time off for hours worked on overtime. He/she may accumulate up to forty (40) hours of compensatory time. Such time must be used in the contract year earned (July 1 - June 30th) and cannot be carried over into the next contract year.

ARTICLE 14

Holiday (Street)

The following holidays will be granted with pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, 1/2 Christmas Eve Day p.m., Christmas Day, and 1/2 New Year's Eve Day p.m. Whenever a holiday falls on a Saturday, the preceding day is considered to be a holiday. Whenever a holiday falls on a Sunday, the following day is considered to be a holiday. If Christmas Day falls on Saturday, Thursday afternoon shall be observed as a holiday for Christmas Eve Day. Holidays shall be paid eight (8) hours straight time.

ARTICLE 15

Vacation

Section 1. The street department employees shall be entitled to vacation as follows:

- a. In the first year of employment, the employees shall accrue vacation at the rate of 5/12ths days per month.
- b. In the second year of employment, the employee shall accrue vacation at the rate of 10/12ths days per month and each year thereafter to seven years.
- c. In the eighth year, the employee shall accrue vacation at the rate of 15/12ths days per month and each year thereafter to seventeen (17) years.
- d. In the eighteenth year, the employee shall accrue vacation at the rate of 20/12ths days per month and each year thereafter to twenty-four (24) years.
- e. In the twenty-fifth year, the employee shall accrue vacation at the rate of 25/12ths days per month and each year thereafter.

Section 2. All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment unless with the exception that one (1) week of vacation may be carried over from year to year.

Section 3. The Supervisor shall arrange for vacation periods in such a manner so that absences will not have an adverse effect on the accomplishment of the work program.

Section 4. Upon resignation or termination from Employer service, an employee shall be paid on a prorata basis for all unused vacation left at the time of termination; however, employees who are discharged for cause, or employees who do not give two (2) weeks' advance notice prior to quitting shall forfeit vacation pay.

Section 5. Vacation pay will be at the employee's normal forty (40) hours pay for the week for which he/she would have been regularly scheduled to work.

ARTICLE 16

Insurance

The Employer agrees to maintain for its employees a \$500 per family member annual deductible group life and health insurance program (Blue Cross-Blue Shield or comparable benefits). The Employer will pay the full single premium and any increases. Employees desiring family coverage shall pay \$426.28 per month with the Employer paying the balance of said premium for 2006-2007. Any increases or decreases in the premium for family coverage will be paid 50 percent by the employee and 50 percent by the Employer. The employee shall be responsible for all deductible amounts with the exception that for the first two family members per year the employee shall pay the first \$250.00, the Employer the next \$250.00.

If during the term of this Agreement, the Employer or the Union present to the other party comparable insurance coverage, the parties agree to meet to discuss the review any changes before implementation. If necessary, the impasse procedures as set out in Chapter 20, The Code shall apply.

ARTICLE 17

Mileage Requirement

An employee shall be paid twenty-four cents (\$.24) per mile for all employer required use of employee's personal vehicle.

ARTICLE 18

Duration of Agreement

THIS AGREEMENT shall be effective from July 1, 2006, and shall continue and remain in force and effect until its expiration on June 30, 2009. This Agreement shall automatically be extended for each subsequent yearly period unless either the Union or the Employer shall serve written notice on the other party no less than sixty (60) days before January 1, 2009. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Signed this _____ day of _____, 2006.

Employer

Union

CITY OF
ROCK RAPIDS, IOWA

INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADE
PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES
LOCAL UNION NO. 2003

By _____
Mayor

By _____
Business Representative

By _____
City Clerk

By _____
Steward

EXHIBIT A

CITY OF ROCK RAPIDS

Pursuant to Article 18 (Duration of Agreement), the following wage shall be in effect for the duration of this Agreement.

Job Classification and Straight Time Hourly Rate:

<u>Classification</u>	<u>7/1/2006</u>	<u>7/1/2007</u>	<u>7/1/2008</u>
Maintenance I	\$15.29	\$15.79	\$16.29
First six months	- 80% of Maintenance I		
Second six months	- 85% of Maintenance I		
Third six months	- 90% of Maintenance I		
Fourth six months	- 95% of Maintenance I		

Street Department

On an emergency call out, the first man called to work will be in charge of the detail.

CITY OF ROCK RAPIDS IOWA LOCAL UNION NO. 2003

By _____
Mayor

By _____
Business Representative

By _____
City Clerk

By _____
Steward

Date _____

Date _____